



Shelby County Tennessee

A C Wharton, Jr., Mayor

Request for Proposal

Shelby County Government

Purchasing Department

160 N. Main, Suite 550
Memphis, TN 38103

Issued: April 3, 2008

Due: May 19, 2008 no later than 3:00 P.M. (Central Standard Time)

RFP #08-004-67

“BI-DIRECTIONAL AMPLIFIER ENGINEERING, EQUIPMENT AND INSTALLATION SERVICES” (Shelby County Sheriff Office)

Shelby County Government is soliciting written proposals, on a competitive basis, from interested and qualified radio systems integrators and manufacturers to provide 800 MHz bi-directional amplifier engineering, equipment and installation services for Shelby County Schools. Information regarding this RFP is located on the County's website at www.shelbycountyttn.gov. Go to “Purchasing Bids” under Online Services on the home page to locate the above-described RFP.

A “mandatory” pre-proposal conference will be held at 9:30 a.m. on Tuesday, April 22, 2008, at the Sheriff's Substation located at 11670 Memphis-Arlington Road, Arlington, TN 38002. Failure to attend this meeting will result in the rejection of your bid.

All interested proposers must schedule a site inspection of each school after attending the “mandatory” pre-proposal conference. These school site inspections will be coordinated and conducted through the Shelby County Sheriff’s Office (SCSO) Radio Shop. The contact for these will be Lt. Tony Smith, (901) 867-1450, direct office number (901) 867-1408.

The proposal, as submitted, should include all estimated costs related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the office of the Administrator of Purchasing **no later than 3:00 p.m. on May, 19, 2008**. Proposals should be addressed to:

Debra D. Louis, Buyer
Purchasing Department
Shelby County Government
160 N. Main St., Suite 550
Memphis, TN 38103

The package containing an original copy (clear identified as original) and eight (8) copies of your proposal must be sealed and marked with the Proposers name and “CONFIDENTIAL, “Bi-Directional Amplifier Engineering, Equipment and Installation Services, Shelby County Sheriff’s Office” RFP #08-004-67” noted on the outside.

Sincerely,

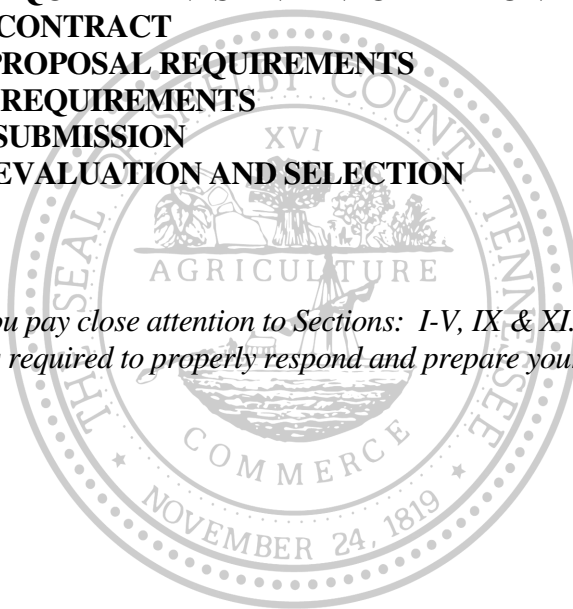
Debra D. Louis, Buyer
Purchasing Department
Shelby County Government

cc: Wink Downen, CIO, Shelby County Sheriff’s Office
Tony Smith, Radio Shop Manager, Shelby County Sheriff’s Office
Libby Kelley, Communication Center Manager, Shelby County Sheriff’s Office
Harvey Kennedy, CAO, Shelby County Sheriff’s Office
Jatasha Haralson, SCSO Grant Coordinator
Gary Gitchell, Shelby County Schools Security
John Smith, Shelby County Schools Technology

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Note: Please make sure you pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.



I. INTRODUCTION

Shelby County Government (the “County”) is soliciting innovative proposals from interested and qualified radio systems integrators and manufacturers to provide 800 MHz Bi-Directional Amplifier engineering, equipment and installation services for thirteen (13) Shelby County Schools (the “Services”). This project is being coordinated by the Radio Shop of the Shelby County Sheriff’s Office (SCSO). This Request for Proposal (“RFP”) is being released to invite interested and qualified companies to prepare and submit proposals in accordance with instructions provided where the successful candidate will be selected and invited to enter into a negotiated contractual relationship with Shelby County for the System outlined in this RFP. In this RFP, the terms Proposer and Consultant are used interchangeably unless the context indicates otherwise.

II. MINIMUM PROPOSER REQUIREMENTS

All Proposers must:

1. Have sufficient staff or sub-consultants experienced in 800 MHz bi-directional amplifiers engineering and installation.
2. Have previous experience in implementing 800 MHz bi-directional amplifiers engineering and installation.
3. Have demonstrated experience in implementing 800 MHz bi-directional amplifiers engineering and installation with governmental agencies.
4. Have a minimum of three (3) years experience providing the Services.
5. Have all appropriate licenses and certifications required in the State of Tennessee to perform the Services and procure all permits, pay all charges, taxes and fees.
6. Have a valid Equal Opportunity Compliance (EOC) certification number or apply for an EOC number through our EOC Administration (*see the details outlined in Section VII General Requirement / e. Selection Criteria*).
7. Adhere to all Title VI requirements and provide proof/documentation if necessary.

Please Note: As a part of doing business with Shelby County, each individual, company or organization is required to obtain a vendor number and an “Equal Opportunity Compliance” certification number. The vendor # is obtained through the Purchasing Department and the EOC certification is obtained through the Shelby County EOC Administration. If you have any questions regarding the vendor # please call the Purchasing Department @ 901-545-4360 or download the Bidder’s List Application & the W-9 at http://www.shelbycountyttn.gov/FirstPortal/dotShowDoc/dotContent/Government/CountyServices/AdminandFinance/bidder_app.pdf and <http://www.shelbycountyttn.gov/FirstPortal/dotShowDoc/dotContent/Government/CountyServices/AdminandFinance/fw9.pdf>

If you have any questions regarding the EOC qualification, please call 901-545-4336 or download the document at

http://www.shelbycountyttn.gov/FirstPortal/dotShowDoc/Government/CountyServices/AdminandFinance/eoc_contract_comply_v2.pdf

*****You may respond to this solicitation if you have at least applied for a vendor # and the certification. Please include a copy of the applications that you submitted with your proposal response.***

III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

**Debra D. Louis, Buyer
Purchasing Department
Shelby County Government
160 N. Main St. Suite 550
Memphis, TN 38103**

Respondents requesting additional information or clarification are to contact Ms. Debra D. Louis in writing at debra.louis@shelbycountyttn.gov or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be May 12, 2008 by 12:00 p.m. (CST).*** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.

IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than **May 19, 2008 @ 3:00 p.m. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

Request for Proposals Released	Thursday, April 03, 2008
Pre-proposal Conference	Tuesday, April 22, 2008 @ 9:30 a.m.
Proposal Due Date	Monday, May 19, 2008 by 3:00 pm
Notification of Award	June/July 2008

A “mandatory” pre-proposal conference will be held at 9:30 a.m. on Tuesday, April 22, 2008, at the Sheriff’s Substation located at 11670 Memphis-Arlington Road, Arlington, TN 38002. Failure to attend this meeting will result in the rejection of your bid.

All interested proposers must schedule a site inspection of each school after attending the “mandatory” pre-proposal conference. These school site inspections will be coordinated and conducted through the SCSO’s Radio Shop. The contact for these will be Lt. Tony Smith, (901) 867-1450, direct office number (901) 867-1408.

The County may reproduce any of the Proposer’s proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

a. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

b. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

c. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer’s responsibility to ensure that its proposals arrive on or before the specified time.

d. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

e. Final Authority

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

f. Proposal Validity

Proposals submitted hereunder will be firm for at least ninety (90) calendar days from the due date unless otherwise qualified.

g. LOSB

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

- (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
- (ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
- (iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.
- (iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small

businesses, then the County may solicit bids for the goods or services from all other sources.

(v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.

(vi) Failure by a supplier or contractor to include locally owned small business sub-contractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;
- b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;
- c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
- d. A preference of two percent (2%) shall be allowed for contracts

that exceed \$1,000,000.00.

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

h. Living Wage

Shelby County Government Ordinance # 328 “Living Wages” is hereby incorporated into this Request for Proposal and any resulting contract. Please make sure that you review and apply the requirements of the ordinance to your proposal response. Failure to do so will result in disqualification from the review and award process. You may view and print the ordinance as a separate attachment for this RFP (*please do not forget to download ALL the additional attachments*).

VII. GENERAL REQUIREMENTS

a. Background

It is the intent of the County to acquire and install 800 MHz bi-directional amplifiers in Shelby County middle and high schools where school resource sheriff deputies are assigned and the density of the buildings on the campuses do not allow for adequate radio coverage. The Shelby County Sheriff's Office operates on a Motorola 800 MHz Trunked Radio System, which is co-owned and operated with the City of Memphis. The following is a list of schools that may require bi-directional amplifiers.

Shelby County Schools

1. Arlington High
5475 Airline Rd. Arlington, Map 323(a) C
2. Arlington Middle
5470 Lamb Rd., Arlington, Map 167-D
3. Bartlett High (several buildings)
5688 Woodlawn, Bartlett, Map 18-B
4. Bolton High (several buildings)
7323 Brunswick Rd., Map 311-R
5. Collierville High
1101 N. Byhalia, Collierville, Map 211-H
6. Dexter Middle
6998 E. Raleigh LaGrange Rd., Map 138-C
7. Germantown High (several buildings)
7653 Old Poplar Pike, Germantown, Map 59-O
8. Houston High (several buildings)
9755 Wolf River Blvd., Germantown, Map 163-F
9. Millington High (several buildings)
8050 West St. Millington, Map (Mill 6-L)
10. Mt. Pisgah Middle (several buildings)
1444 Pisgah Rd., Map 171-B
11. South Wind High
7900 E. Shelby Dr., Map 153-L
12. South Wind Middle
7740 Lowrance Rd., Map 153-B
13. Woodstock Middle
5885 Wood Stock-Cuba, Map 315-P

b. Scope of Contract

The County wishes to engage in a contractual relationship with the best-qualified Consultant selected through a competitive process that will work well with the SCSO in a manner that is cost-effective and practical. The Consultant must be prepared to begin immediately upon receipt of a Notice to Proceed. Consultant is expected to conduct field review and meet with all appropriate government officials within one week of receipt of the Notice to Proceed.

c. Project Time Frame

The project is expected to be completed by August 31, 2008.

d. Reservation of Rights

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

The County may at any reasonable time, at its expense, make an audit of the Provider's books relative to the accounts.

e. Selection Criteria

Each response will be evaluated on the criteria outlined in Section XII of this document. Each bidder should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

As part of the qualification process each vendor will be required to apply for an EOC # and provide workforce utilization information. Please contact the EOC Administration @ 901-545-4336 to obtain the necessary documents and to ask any questions that you may have regarding this information. The EOC application is available online at the following link:

http://www.shelbycountyttn.gov/FirstPortal/dotShowDoc/Government/CountyServices/AdminandFinance/eoc_contract_comply_v2.pdf

During the evaluation process, Shelby County Government reserves the right to consider the vendor's EOC rating in the evaluation.

f. Additional Information and References

Any additional information that would be helpful to the County in evaluating a proposal, including a list of current and former clients with a similar profile to Shelby County, should be submitted. At least three (3) former clients who have terminated in the last five (5) years should be included on this list.

VIII. AWARD OF CONTRACT

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

IX. PURPOSE

To select the best-qualified firm and award a County-approved contract for professional services to perform the Services and to satisfactorily complete all activities associated with the Services.

The successful proposer will be totally responsible to the SCSO for the entire communications system package. This package is to include all hardware, software, materials, installations, program management, system integration, customer training, programming, and warranty maintenance. Warranty maintenance and equipment coverage is to be for a minimum of one (1) year from date of acceptance.

The anticipated cost for maintenance and support of the system beyond acceptance and warranty of the system, software, service and hardware beyond the first year for the bi-directional amplifier systems solution for a four (4) year period is required in the proposal.

A significant, but not sole basis of award will be that the successful proposer will contractually commit to provide the specified package of services in accordance with the County's requirements.

Scope / Proposal Requirements

The specifications utilized in this RFP are not intended to be proprietary to a single manufacturer. The sole intent of these specifications is to establish a "benchmark" of the equipment quality desired as an outcome to this RFP. Alternatives to the specifications listed in this RFP shall be considered and evaluated.

1. Proposer must disclose any pending or anticipated litigation between the Proposer and any other party or parties regarding the manufacture, engineering, and/or installation of any similar communications system.
2. All Proposers must submit as part of its proposal, a list of all customers and agencies who have purchased similar or identical systems within the past two (2) years. This list must provide contact names, addresses and telephone numbers.
3. Provide drawings and descriptions of construction materials and techniques that clearly depict the systems the Proposer proposes to build. Drawings should include structural

components, proposed equipment installation locations, and all other sufficient details necessary to permit adequate evaluation of the proposal.

4. Provide a detailed delivery and installation schedule that offers operation of the BDA systems in the shortest possible time without incurring extra expense. SCSO anticipates the project will be completed in a ninety (90) day period.
5. The entire proposal submitted by the Proposer will be incorporated as part of contract of the successful Proposer.

Detailed Specifications

1. Project Description: In some Shelby County schools, two-way radio communications for sheriff deputies on the City/County's 800 MHz radio System is poor to non-existent. Radio signals are not always transmitted into or out of the structures at levels suitable for safe and reliable public safety communications.
 - a. Radio Frequencies - The BDA systems sought will provide reliable radio communications into and out of all Shelby County schools designated in this proposal on the City/County owned 800 MHz Radio System
 - b. Signal Levels - The intent of this Request for Proposals is to acquire installed BDA Systems providing a -95 dB signal level at a minimum, throughout the facilities, including all stairwells, basements, connecting tunnels, and elevators. The systems should provide guaranteed 95% coverage 95% of the time at a Circuit Merit 3 (CM#) level of coverage, or better.
2. System Engineering: The proposer shall provide a detailed plan illustrating the proposed BDA System. At a minimum, the information should include:
 - a. A diagram illustrating the location of the external antenna(s), coax cables, the location of the BDA, and AC/DC power arrangements.
 - b. A record of the specified signal and general noise levels measured at the pickup antenna location with necessary calculations indicating the signal level expected at the input to the BDA.
 - c. A detailed diagram of the proposed in-building distribution system superimposed on the building floor plans.
 - d. Detailed engineering calculations for the proposed in-building distribution system, including power division, cable and connector insertion losses, coupling losses and expected signal levels at the portable radios in use in the facilities.
 - e. A detailed description of the BDA and other RF equipment to be installed, including manufacturer's literature.
 - f. A detailed written description of the installation process. A timeline estimate of the project including completion date, following an order.
3. Equipment Specifications: The reliability of the system proposed is paramount to safe and effective radio communications by all personnel. For this reason, the quality, performance and specifications of the radio communications equipment is of critical importance. The following specifications are the minimum acceptable equipment specifications:

- a. BDA - The Bi-Directional Amplifier (BDA) proposed must be FCC Certified and in common use in Public Safety systems.
- b. In addition, the BDA will meet the following minimum specifications:
 - i. Enclosure and Survival — To enhance the survival of the BDA in difficult emergency circumstances including the presence of water, chemicals, smoke and heat;
 - ii. The BDA and all filters, power supplies, amplifiers, etc. shall be housed in a weather sealed, lockable, NEMA 4 type cabinet.
 - iii. The unit shall be capable of continued operation at temperatures ranging from -30 to +50 degrees Centigrade (including microprocessors).
- c. RF Filters - to avoid the reduction in effective communication power available to responders in an emergency situation, the BDA shall incorporate substantial cavity filters designed to exclude signals from adjacent bands and frequencies.
 - i. To facilitate evaluation of proposals, respondents shall submit filter performance curves with their proposal.
 - ii. To avoid obsolescence all filters must be either easily retuned or replaced to accommodate frequency changes anticipated under current FCC “800 MHz Re-banding” order.
 - iii. Proposer should identify any cost and additional services if the proposed system is installed prior to required rebanding, which is scheduled for Shelby County in late summer to early fall.
 - iv. After retuning or replacement, the filters must reduce interference to/from all Cellular and PCS frequencies by at least 45 dB. 3.1.3 - Performance
- d. PIM - The BDA shall incorporate best engineering practices to reduce “Passive Inter-Modulation” (PIM) below -145dBc. Such measures shall include use of PIM Rated silver-alloy plated connectors with gold center pins and double-shielded internal cables
- e. Gain - The BDA shall be capable of producing at least 80 dB Gain in both the uplink and downlink directions to accommodate existing and anticipated operating conditions. For optimization, gain should be adjustable in 0.5 dB increments.
- f. Output Level Control - To avoid interference to these and other communications systems, the BDA must incorporate an FCC Output Level Control (OLC) in both the Uplink and Downlink channels. The OLC must have several important characteristics:
 - i. To accommodate the rapid switching time of modern digital radio systems, the OLC must be capable of a “first correction” within one millisecond.
 - ii. To accommodate anticipated operating conditions in emergency situations, the OLC must have a minimum dynamic range of at least 60 dB, less any gain reduction setting
 - iii. To accommodate anticipated operating conditions, the OLC must be adjustable in 0.5 dB steps
- g. System Noise Figure - The BDA will be required to perform in adverse conditions typical of emergency situations, including “emergency identifier activation” circumstances where portable radio transmissions are extremely weak. To improve the chance of

communications in such circumstances, the BDA Noise Figure must be 3.5 dB maximum.

- h. OIP - to reduce the occurrence of system performance degradation in emergency situations involving numerous responders, the BDA shall incorporate best engineering practices with amplifiers capable of an overall "Third Order Intercept Point" (3OIP) of +55 dB minimum with no attenuation.
- i. RF Test Points - to facilitate ease of maintenance, the BDA shall incorporate calibrated RF sampling ports to allow RF testing of both the Uplink and Downlink; without interruption of service.
- j. Built-in Microprocessor – To facilitate ease of installation, optimization of operation and facilitate maintenance, the BDA shall incorporate a built-in microprocessor metering system with an internal, backlit LCD display panel. External computers or programming is not acceptable. Microprocessor controlled functions shall include:
 - i. Metering of amplifier stage voltages, currents and temperature; supply and regulator outputs
 - ii. Metering of OLC voltages and uplink/downlink gain. OLC metering shall include two easily viewed bar graphs to clearly indicate operation to any person.
 - iii. OLC History – the internal microprocessor shall monitor and maintain (in non-volatile memory) a history of OLC action for the past 100 days. This log will facilitate optimization of OLC setting and identify any random overloads.
 - iv. Alarm Conditions – the microprocessor shall monitor and deliver alarm outputs for any situation requiring immediate technical attention. Alarm outputs shall be Form C contacts or IP.
 - v. Microprocessor Failure – To prevent interruption of critical emergency responder communications, failure of the internal microprocessor shall not interrupt or interfere with the successful continued operation of the BDA.
 - vi. Remote Monitoring and Control – the availability of an IP interface board to facilitate remote monitoring, alarm and control of the BDA shall be viewed favorably.
- 4. AC Power Input - The BDA shall capable of operation from a 100-240 Volt AC source using internal power supplies and regulators. A standard duplex 110 VAC electrical outlet shall be mounted inside the case to provide AC power for testing and servicing.
- 5. DC Power Input - to insure continued operation in adverse emergency conditions the BDA shall incorporate provisions for reversion to operation from an external DC backup source upon AC power failure.
- 6. Fuses - all fuses and circuit breakers shall be accessible without disassembly of the BDA or any module.
- 7. Modularity - to simplify fault diagnostics and allow rapid service restoration with a minimum of spare parts, the BDA shall employ modern, shielded plug-in cards. The use of multiple, inseparable amplifier stages on a common printed circuit board are not acceptable.
 - a. All regulators, amplifier stages and output level controllers shall be plug-in and easily replaced.

- b. All modules will feature a LED “status” indicator
 - c. In the event of an RF amplifier failure the amplifier shall be automatically bypassed, allowing continued operation at a lower gain level.
 - d. All amplifier modules must be “hot swappable” such that damage will not occur if a card is pulled or inserted while power is present.
8. Warranty - The BDA shall be supplied with a manufacturer’s factory repair or replacement warranty of at least 12 months from the time of acceptance. A full stock of parts and a full service facility shall be maintained in the USA. The import or export of parts, modules or complete BDAs is not acceptable.
 9. Software Support - Existing, new or upgraded software shall be easily loaded into flash memory in the field.
 10. Documentation - The BDA shall be supplied with complete maintenance manuals including detailed installation and operating instructions, a parts list, wiring diagrams and schematics of all active RF assemblies and subassemblies.
 11. Performance Certification - Each BDA shall be supplied with a written record of performance tests for each specific unit by serial number. Generalized specification sheets are not acceptable. OLC test data shall be provided across the OLC range to allow easy gain adjustments on installation or during periodic maintenance.
 12. Degraded Emergency Performance - The BDA shall be designed to allow degraded performance in extremely adverse conditions, such as high temperatures in the event heat from a nearby fire, voltage fluctuations or other abnormal conditions occur during emergency situations. Circuits that intentionally disable the BDA in such situations (i.e. under/over voltage, over/under current, over/under temperature, etc.) are not acceptable.
 13. Survival - it is the purpose of this specification to assure the maximum possible level of communications to public safety personnel depending upon the BDA... even to the extent of damaging the BDA as long as some communications benefit is provided during the emergency.
 14. Proven design - the BDA offered shall be in current production with at least 2 years field service history. Upon request, the BDA manufacturer shall furnish at least five references of public safety users within the United States having the same model in service for at least two years.
 15. Proportional Couplers - all coaxial coupling devices shall be designed to maintain 50 ohms impedance at all ports. Use of “T” connectors is not allowed.
 16. Cables - all cable must be of high quality and standard, fire-rated or plenum rated as appropriate to comply with applicable building codes.
 17. Connectors - all connectors used in the system must be silver-alloy plated with silver or gold plated center pins to reduce PIM. Use of chrome plated connectors is not acceptable.
 18. Terminating Loads - all coaxial lines must be terminated with either an antenna mounted properly to provide a 50 ohms load, or a five watt 50 ohm load.
 19. Battery Backup - if building Emergency AC Power is not available at the BDA location, a separate DC Uninterruptible Power System (UPS) is required sized to provide a minimum of four hours of system operation after an AC Power Failure

20. Local Support - the critical nature of emergency responder communications requires the Successful Bidder to be a local communications system supplier with a same day week day service response. Manufacturer's sales offices do not qualify.
21. Authorized Service - the successful bidder will provide a letter on the Original Equipment Manufacturer's letterhead authorizing the agency to perform service and equipment modifications without voiding the original equipment manufacturers warranty. Statements on distributor, importer or sales representative letterheads are not acceptable.
22. Acceptance testing - SCSO technical personnel will conduct a "subjective" acceptance test to assure the BDA system will perform as expected.
 - a. SCSO will provide personnel to perform a delivered audio test. To make the test as realistic as possible, a Sheriff's Deputy will wear full gear and carry a standard issue handheld radio worn in the departmentally approved manner. This person will perform a walkthrough of each room and area of the facilities, and complete a voice radio check with the dispatcher or master control station in each one. In each area the deputy and dispatcher will rate the "delivered audio" performance according to the following chart.
 - i. Unusable, speech present but unreadable
 - ii. Understandable with considerable effort
 - iii. Speech understandable with slight effort, occasional repetition
 - iv. Speech easily understood, occasional noise
 - v. Speech easily understood a delivered audio score of 4 will be deemed satisfactory, and anything less will require additional signal coverage in that particular area
23. The Contractor will perform
 - a. Warranty - the vendor shall warranty its installation and all equipment for minimum of one year after acceptance. During that time, should any adjustments, including equipment replacement be necessary, it is incumbent upon the vendor to respond and correct the problem within 48 hours at no additional cost to the County
24. Codes - the proposed solution shall comply with all Federal, State, City or other regulatory agency codes and regulations relative to communications equipment and installation requirements. Equipment and installation shall comply with building codes, and fire rules and regulations. Vendor shall be responsible to obtain all necessary plan checks, permits and inspections.
25. As-Built Plans - the successful bidder shall have provided a completed set of as-built system plans and installation drawings detailing all major components used and locations after completion of all work.
26. Proposal Format and Content - a cover letter not to exceed three pages in length shall summarize key elements of the bidder's proposal. Include any supplemental information that you feel would be helpful in assisting in evaluating your firm's proposal. An individual authorized to bind the bidder must sign the letter and stipulate that the proposed price will be valid for a period of at least 90 days. In addition, the proposal will contain the following information:
 - a. Solution - Describe the proposed solution to the signal problem per Paragraph
 - b. Identify and describe the training and experience of the person designing the system and making the engineering calculations.
 - c. Describe the plan of action necessary to make the installation.

- d. Provide recommended spare parts list and recommended maintenance schedule.
 - e. Identify the project team members (with phone numbers and e-mail addresses) and describe the responsibilities of each. Identify the manager and the person who will be the key contact with the SCSO.
 - f. Indicate the address and telephone number of the bidder's office located nearest to the County; the office from which the project will be managed and the office from which service calls will be dispatched.
 - g. Describe recent, directly related experience designing, managing, installing and supporting similar BDA systems with a brief description of the project and primary contacts. Indicate the cost for this project with payment terms and progress payment requirements.
27. Training - on-site training shall be provided within 10 working days of acceptance of the systems to SCSO technicians. Training should include but is not limited to the following areas:
- a. Setup and testing
 - b. Antenna installation and coupler selection
 - c. Power systems operation and normal maintenance
28. County provided services – these will be reviewed at the “Mandatory Pre-Bidders Conference”. The proposer can assume at a minimum the Count will provide:
- a. All necessary electrical connections
 - b. Building layout plans

X. CONTRACT REQUIREMENTS

The successful Proposer will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

a. General Requirements

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.
2. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the provider. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Provider who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.
3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Provider, or any of the Provider's employees or agents, are the agents, representatives, or employees of

the County. The Provider will be an independent consultant over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Provider will follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by the Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Provider has been retained by the County to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Provider's letterhead.

4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

- (i) The Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
- (ii) The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
- (iii) The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.

(b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for Provider's failure to provide the Services specified under this Contract.

(c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by the Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the County may withhold any payments to the Provider for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-contractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Provider covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor to the Provider in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment Of County Workers. The Provider will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Provider and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws. (a) If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Provider is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation.

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default,

or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

19. Incorporation Of Other Documents. (a) The Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Locally Owned Small Businesses. The Provider shall take affirmative action to utilized Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to the County by the Provider, the Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County by the Provider due to the

Services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status And Authority. (a) The Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. The Provider warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.

26. Contractor Responsibilities.

A. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities For Claims And Liabilities. (a) The Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Provider its sub-contractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) The Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Provider shall in no way limit the responsibility to

indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Provider or its sub-contractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Provider as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.

(e) The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-contractors regarding any matter resulting from or relating to the Provider's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

2. Insurance Requirements. The Provider will provide evidence of the following insurance coverage:

The Consultant/provider shall maintain coverage with limits of no less than:

- 1) *Commercial General Liability Insurance* \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees and employees shall be named as additional insureds. The insurance shall include coverage for the following:
 - a) Premises/Operations
 - b) Explosion, Collapse, & Underground coverage
 - c) Products/Completed Operations
 - d) Contractual
 - e) Independent Contractors
 - f) Broad Form Property Damage
 - g) Personal Injury
- 2) *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and personal injury. Coverage is to be provided on all:
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos
- 3) *Workers Compensation and Employers' Liability Insurance* - Workers Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability Coverage for \$1,000,000 per accident.

- 4) *Professional Liability Insurance* - \$1,000,000 per claim/\$3,000,000 annual aggregate.
Indicate if coverage is on occurrence basis or claims-made.

All policies will provide for 30 days written notice to Shelby County of cancellation or material change in coverage provided.

B. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder, the Provider agrees to permit duly authorized agents and employees of the County, to enter the Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

XI. PROPOSAL SUBMISSION

A. GENERAL

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 3:00 pm (CST) on May 19, 2008, at the Shelby County Government Purchasing Department, 160 N. Main Street, Suite 550, Memphis, TN 38103.**

5. Proposer agrees to provide the County with any additional information it deems necessary to accurately determine ability to perform the Services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. PROPOSAL PRESENTATION

1. One (1) original copy (clearly identified as original) and eight (8) copies of the proposal are required.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and **"Bi-Directional Amplifier Engineering, Equipment and Installation Services, Shelby County Sheriff's Office, RFP #08-004-67"** with due date and time indicated.
3. Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Provider's proposal.

C. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package that must be submitted in the following format: **Please download the attachment to this document.** The Proposal Response Sheet and Utilization Report (*required documents*) should be the first two pages of your written response.

1. Cover Page – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm.
2. Utilization Report (*Separate Attachment Form*)
3. Comprehensive Response

- a. Outline of how respondent can meet or exceed the minimum requirements
 - b. Detail of how the respondent is qualified to provide the Services required.
 - c. A detailed description of the approach for accomplishing the Services.
4. Cost and Fees
 - a. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-contractor working in conjunction with your organization on the project).
 - b. Explain any assumptions or constraints in a price proposal to perform the Services.
 - c. Explain any additional charges or fees in the proposal.
5. Experience of the Respondent.

A sufficient description of the experience and knowledge base of the Proposer to show the Proposer's capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the Proposer included in the proposal should include, but not necessarily be limited to, the following:

 - a. A brief description of the history and mission of the Proposer, including the respondent's background and mission statement, the length of time the Proposer has been in business, a description of the Proposer's organizational structure and a description of the Proposer's customer make-up;
 - b. A statement of how long the Proposer has provided services similar to the Services requested herein;
 - c. A general description of the Proposer's experience and background in providing services similar to the Services requested herein;
 - d. Any other relevant information about the experience and knowledge base of the Proposer which is deemed to be material.
 - e. Resume of each employee engaged in the Services, including the role of each and an overview of their previous experience with similar projects.
6. References

References of the Proposer, including at least three (3) other clients for whom the Proposer has provided services similar to the Services (with preference given to clients

comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number.

7. Additional Information

- a. A description of any other resources available to the Proposer that will be useful in providing the Services.
- b. Any other relevant information about the capabilities of the Proposer deemed to be material.

XII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
 - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
2. Technical Review- Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - a. Qualifications of personnel;
 - b. Ability to present a clear understanding of the nature and scope of the project;
 - c. Project methodology;
 - d. Previous experience with similar projects;
 - e. Proposed cost to Shelby County Government as outlined in the budget estimate; and
 - f. Time frame for completion.

Each proposal will be reviewed by a special Ad-Hoc Committee assembled by the Administrator of Information Systems of the Shelby County Sheriff's Office which may elect to schedule a personal presentation and interview with one or more of the bidders. After the review process is completed, this committee will recommend the successful bidder to the Division Director, Finance and Administration, who makes the decision, subject to the approval of the contract by the Mayor and the Board of County Commissioners.

3. Oral Presentation.

The Shelby County Government reserves the right to interview, or require an oral presentation from, any respondent for clarification of information set forth in the Proposer's response. In this regard, at the discretion of the evaluation committee, some or all Proposers who submit a proposal in response to this RFP may be asked to submit to an interview or give an oral presentation of their respective proposals to the evaluation committee. If so, this is not to be a presentation restating the proposal, but rather an in-depth analysis of certain qualifications of the Proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Proposer to clarify or elaborate on its qualifications without restating the proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of the contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing. Interviews and oral presentations are strictly an option of the Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.

B. CONTRACT AWARD

Contract(s) will be awarded based on a competitive selection of proposals received. Proposers are advised that the lowest cost proposal will not necessarily be awarded the Contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The proposals submitted will be evaluated by the County. All decisions are made at the discretion of the County.

The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

The County reserves the right to negotiate any portions of the successful Proposer's fees and scope of work or utilize their own resources for such work.